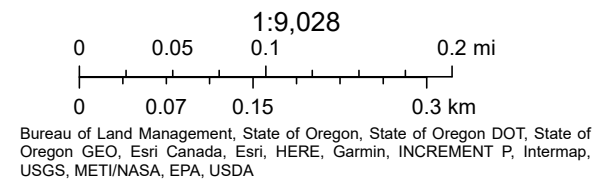
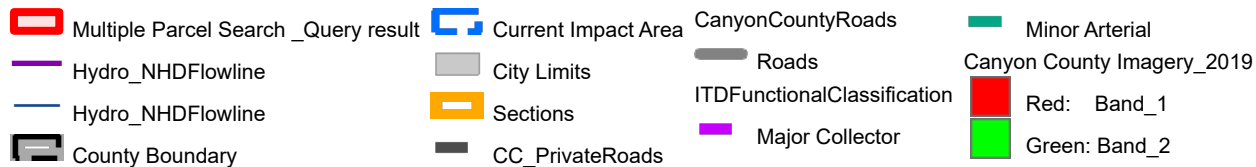


Canyon County, ID Web Map



7/18/2023, 10:28:06 AM





DEVELOPMENT AGREEMENT MODIFICATION PUBLIC HEARING - MASTER APPLICATION

PROPERTY OWNER	OWNER NAME: <i>David and Cami Larsen ; Terry Richards</i>	
	MAILING ADDRESS: <i>24551 Benhaven Ln, Middleton, ID 83644</i>	
	PHONE: <i>208-577-0081</i>	EMAIL: <i>dave@larsenlaw.com</i>
I consent to this application and allow DSD staff / Commissioners to enter the property for site inspections. If the owner(s) is a business entity, please include business documents, including those that indicate the person(s) who are eligible to sign.		
Signature: <i>[Signature]</i> Date: <i>7-14-2023</i>		

APPLICANT: IF DIFFERING FROM THE PROPERTY OWNER	APPLICANT NAME:	
	COMPANY NAME:	
	MAILING ADDRESS:	
	PHONE:	EMAIL:

SITE INFO	STREET ADDRESS: <i>8771 Purple Sage Rd.</i>	
	PARCEL NUMBER: <i>3761901080</i> <i>R3761901040, R3761901000, R3761901080</i>	
	PARCEL SIZE: <i>31.89</i>	
	DEVELOPMENT AGREEMENT NO.: <i>22-031</i>	
	FLOOD ZONE (YES/NO) <input checked="" type="radio"/>	ZONING DISTRICT: <i>CR-R-1</i>

FOR DSD STAFF COMPLETION ONLY:

CASE NUMBER: <i>DA2023-0002</i>	DATE RECEIVED: <i>7/17/2023</i>
RECEIVED BY: <i>DR</i>	APPLICATION FEE: <i>\$150</i> <input checked="" type="checkbox"/> CK <input type="checkbox"/> MO <input type="checkbox"/> CC CASH <i>#92</i>

Termination of DA

Larsen Law PLLC



DEVELOPMENT AGREEMENT MODIFICATION

PUBLIC HEARING - CHECKLIST

DEVELOPMENT AGREEMENT MODIFICATION CCZO Section 07-06-07(7)F

THE FOLLOWING ITEMS MUST BE SUBMITTED WITH THIS APPLICATION TO BE DEEMED COMPLETE (PLEASE CHECK OFF THE ITEMS REQUIRED):

Description	Applicant	Staff
Master Application completed and signed	✓	
Letter of Intent (see standards on next page)	✓	
Site Plan (if necessary; see standards on next page)	NA	
Draft Updated Development Agreement Changes	NA	
Neighborhood Meeting form completed/signed	NA	
Deed or evidence of property interest to the subject property	✓	
Proof of application/communication with (varies per application):		
Southwest District Health	NA	
Irrigation District	NA	
Fire District	NA	
Highway District/ Idaho Transportation Dept.	NA	
Area of City Impact	NA	
Fee: \$750.00	✓	
Fees are non-refundable		

*DISCLAIMER: The subject property shall be in compliance with the public nuisance ordinance, the building code and the zoning code before the Director can accept the application.

**NA because this is a termination of a Development Agreement and a reversion of the Zoning back to Ag.*

STANDARDS

SITE/OPERATION PLAN – CCZO Section 07-02-03	
<p>A scaled drawing showing:</p> <ul style="list-style-type: none"> - The parcel and all existing and proposed uses and structures and roads all with dimensions, distances, and private and public road names. - Includes lot lines, lot area, parking spaces, private roadways, walkways, topographic features, reserved open space, buildings and other structures, major landscape features, and the location of proposed utility easements. 	
<p>A plan of action to include:</p> <ul style="list-style-type: none"> - Time requirements, the commencement of the operation, hours of operation, noise levels, dust levels, air and water quality, raw material delivery, finished product and marketing, site improvements, public and private facilities, public amenities and infrastructure. 	

LETTER OF INTENT - REQUIRED	Applicant	Staff
Describe the modification and necessity of the request. (CCZO Section 07-06-07(7)F).	✓	
Demonstrate how the modification does not significantly alter the original decision (CCZO Section 07-06-07(7)A).	✓	
Demonstrate how the development agreement to be modified is still active (CCZO Section 07-06-07(4)).	✓	

July 14, 2023

Canyon County Development Services Department
Attn: Director
111 North 11th Avenue #310
Caldwell, ID 83605

RE: Letter of Intent for Development Agreement Termination
Development Agreement #22-031
Richards/Larsen RZ2021-0036/CR2022-0009
Hidden Sage Subdivision – 8771 Purple Sage Road, Middleton, Idaho 83644

Dear Director,

This Letter of Intent is part of the “Development Agreement Modification Public Hearing Master Application” that is being submitted by the undersigned. The application is for a termination rather than a modification of the above-referenced Development Agreement.

Terry Richards was one of the applicants to the Master Application date November 4, 2022, and he was one of the parties to the Development Agreement. As you may know, Terry passed away in a tragic accident in April of this year. He is survived by a wife and two minor children. Joanna Richards is Terry’s wife, and she lost both her husband and a son in the accident. Since Terry was the sole income provider for the family, Joanna is not able to financially continue with the development. As a result, we need to terminate the Development Agreement so she can move quickly to sell her 16 acres. We respectfully request that this application move forward as quickly as possible.

Joanna is the personal representative of Terry’s estate, and she is authorized to act and sign on his behalf. We have included a certified copy of the Letters of Administration for your records.

This application does not modify the Development Agreement, so there is no alteration of the original decision. The Development Agreement is still active since it was just signed on May 17, 2022, and we have submitted the preliminary plat and have met the other conditions of the Development Agreement. A separate letter requesting a withdrawal of the preliminary plat has been submitted simultaneously with this application.

I have included in this application the Master Application, Letter of Intent, Deeds, Development Agreement, and the fee. After talking to the planner, it is my understanding that the following are not applicable for a termination application: Updated Site Plan, Updated Development Agreement Changes, Neighborhood Meeting Form, or Agency Acknowledgement Form.

Please do not hesitate to contact Dave Larsen at 208-577-0081 if you have any questions.

All interested parties have signed below.

Date: 7-14-2023

David W. Larsen
David W. Larsen

STATE OF IDAHO)
) ss.
COUNTY OF CANYON)

On this 14th day of July, 2023, before me the undersigned, a Notary Public in and for said State personally appeared David W. Larsen known or identified to me to be the individual that executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Yolanda Gaytan
NOTARY PUBLIC FOR IDAHO
Residence: Canyon County
My Commission Expires: 08/17/24

Date: 7-14-2023

Cami W. Larsen
Cami W. Larsen

STATE OF IDAHO)
) ss.
COUNTY OF CANYON)


On this 14th day of July, 2023, before me the undersigned, a Notary Public in and for said State personally appeared Cami W. Larsen known or identified to me to be the individual that executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Yolanda Gaytan
NOTARY PUBLIC FOR IDAHO
Residence: Canyon County
My Commission Expires: 08/17/24

Date: 7.14.23



Joanna L. Richards

STATE OF IDAHO)
) ss.
COUNTY OF CANYON)

On this 14th day of July, 2023, before me the undersigned, a Notary Public in and for said State personally appeared Joanna L. Richards known or identified to me to be the individual that executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.




NOTARY PUBLIC FOR IDAHO
Residence: Canyon County
My Commission Expires: 08/17/2024

David W. Larsen (ISB No. 5618)
dave@larsenlaw.com
LARSEN LAW PLLC
412 S. King Ave., Suite 105
Middleton, ID 83644
Telephone: 208.810.4333

Attorney for Personal Representative

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

IN THE MATTER OF THE ESTATE OF)

CV14-23-04893

CASE NO.

LETTERS OF ADMINISTRATION

TERRY LEE RICHARDS,

Deceased.

1. **Joanna Lee Richards** was duly appointed and qualified as Personal Representative of the estate of the above-named decedent on the date indicated below by the Court with all authority pertaining thereto. The Personal Representative's mailing address is:

1615 Whistleberry St.
Middleton, ID 83644

2. Administration of the estate is unsupervised.

3. These letters are issued to evidence the appointment, qualification, and authority of the said personal representative.

4. The decedent died on April 2, 2023, at the age of 43 years.

WITNESS, my signature and the Seal of this Court,

DATED: 6/5/2023

State of Idaho } ss. County of Canyon } I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office. DATED 6/8/2023 08:31 AM CHRIS YAMAMOTO, Clerk of the District Court By <u>Heideman</u> LETTERS OF ADMINISTRATION



John Heideman
MAGISTRATE JUDGE
6/5/2023 10:15:31 AM

CLERK'S CERTIFICATE OF SERVICE

NOTICE IS HEREBY GIVEN by the clerk of the above-entitled Court that the **Letters of Administration** was filed and served to the following parties in the manner noted below:

Attorney for Personal Representative
David W. Larsen
412 S. King Ave, Suite 105
Middleton, ID 83664

Email: dave@larsenlaw.com

6/8/2023 08:17 AM

By J. Heideman
Deputy Clerk



100 10th Avenue South / Nampa, Idaho
83651 / (208) 466-6100

REQUEST
TYPE Doc Fee 13.00

PIONEER-CADWELL
CANYON CITY RECORDER
WILLIAM H. HUNST
BY [Signature]
AP

200 AUG 31 PM 4 54

RECORDED

2010040880

201006186

CORPORATE WARRANTY DEED

FOR VALUE RECEIVED.

Tradition Custom Homes, Inc., an Idaho corporation
a corporation duly organized and existing under the laws of the State of Idaho, grantor, does
hereby Grant, Bargain, Sell and Convey unto

David W. Larsen, a married man as his sole and separate property
whose address is: 5133 Madison Ave / Middleton, ID 83444, the following described real estate, to-
wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO current years taxes, irrigation district assessment, public utility easements, subdivision,
restrictions, U.S. patent reservations, easements of record and easements visible upon the said premises.

TO HAVE AND TO HOLD The said premises, with their appurtenances unto the said Grantee, his heirs and
assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in a fee
simple of said premises; that they are free from all encumbrances and that it will warrant and defend the same from
all lawful claims whatsoever.

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its
corporate name to be hereunto subscribed by its officers on August 30, 2010.

Tradition Custom Homes, Inc.

[Signature]
Spencer Koford, President

State of Idaho

County of ADA

ss.

On this 30th day of August, 2010, before me, the undersigned, a Notary Public, in and for said State, personally
appeared Spencer Koford known and/or identified to me on the basis of satisfactory evidence, to be the President of
the Corporation that executed the within instrument or the person who executed the instrument on behalf of said
Corporation and acknowledged to me that such Corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

[Signature]
Notary Public Katee Dodge
Residing at: Boise, Idaho
Commission Expires: July 25, 2011

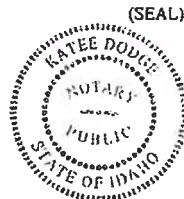


EXHIBIT A

Parcel B

Part of the Southeast Quarter of the Northwest Quarter of Section 34, Township 5 North, Range 2 West of the Boise Meridian, Canyon County, Idaho described as:

Beginning at the Center Quarter corner of Section 34, Township 5 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and running thence

South 89° 45' 32" West 586.29 feet along the Center East-West line of said Section; thence

North 00° 19' 16" West 257.49 feet; thence

North 38° 26' 35" East 162.95 feet; thence

North 75° 23' 20" East 222.21 feet; thence

North 13° 57' 42" East 377.93 feet; thence

North 49° 01' 44" East 231.58 feet to a point on the Center North-South line of said Section; thence

South 00° 19' 16" East 957.31 feet along said Center North-South line to the Point of Beginning.

Easement Parcel

Part of the Northeast Quarter of the Southwest Quarter of Section 34, Township 5 North, Range 2 West of the Boise Meridian, Canyon County, Idaho described as:

Beginning at the Center Quarter corner of Section 34, Township 5 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and running thence

South 89° 45' 32" West 30.00 feet along the Center East-West line of said Section to a non-tangent curve; thence

Southeasterly 47.19 feet along said curve to the left (Curve data Radius = 30.00', Delta = 90° 07' 40", Chord Bearing and Distance = South 45° 18' 07" East 42.47 feet) to a point on the Center North-South line of said Section; thence

North 00° 21' 57" West 30.00 feet along said Center North-South line to the Point of Beginning.

2022-049391

RECORDED

11/01/2022 11:14 AM



00731269202200493910020025

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=2 TYOUREN

\$15.00

DEED

DAVID LARSEN



**Canyon County
Recorder's Office
Document
Cover Sheet**



WARRANTY DEED

FOR VALUE RECEIVED, Cami Larsen, the Grantor, does hereby grant, bargain sell and convey unto David and Cami Larsen, the Grantees, whose current address is 24551 Benhaven Lane, the following described premises, in Canyon County, Idaho, TO WIT:

Parcel A, commencing at the Center Quarter corner of Section 34, Township 5 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and running thence North 00° 19' 16" West 957.31 feet along the Center North-South line of said Section to the Point of Beginning; thence South 49° 01' 44" West 231.58 feet; thence South 13° 57' 42" West 377.93 feet; thence South 75° 23' 20" West 222.21 feet; South 38° 26' 35" West 162.95 feet; thence North 00° 19' 16" West 768.88 feet; thence North 51° 39' 08" East 7.32 feet; thence North 43° 35' 39" East 148.76 feet; thence North 57° 12' 13" East 101.16 feet; thence North 74° 38' 27" East 89.84 feet; thence North 89° 27' 25" East 305.24 feet to a point on the Center North-South line of said Section; thence South 00° 19' 16" East 260.35 feet to the point of beginning.

Parcel Number: 376190100

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that she is the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT: Subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes, assessments, including irrigation and utility easements (if any) for the current year, which are not due and payable, and that Grantors will warrant and defend the same from all lawful claims whatsoever.

Dated: November 1, 2022

Cami Larsen
Cami Larsen

State of Idaho, County of Canyon

On this 1 day of November 2022, before me, the undersigned, a Notary Public, in and for the said State, personally appeared Cami Larsen known and/or identified to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Lori Randall
Signature of Notary Public

Commission Expires: 4/22/2028



2021-023844
 RECORDED
04/01/2021 04:14 PM
 CHRIS YAMAMOTO
 CANYON COUNTY RECORDER
 Pgs=3 PBR DGS \$16.00
 TYPE DEED
 EMPIRE TITLE, LLC, AN IDAHO LIMITED
 ELECTRONICALLY RECORDED



WARRANTY DEED

FOR VALUE RECEIVED

Karen A Saleen, an unmarried woman GRANTOR(s)
 does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto:

Terry Richards, a married man as his sole and separate GRANTEE(s).

whose current address is: 8771 Purple Sage Rd. Middleton, ID 83644 the following described real property in Canyon County, State of ID more particularly described as follows, to wit:

SEE ATTACHED EXHIBIT A

TO HAVE AND TO HOLD the said premises, with their appurtenances unto said Grantee(s), and Grantee(s) heirs and assigns forever. And Grantor(s) does(do) hereby covenant to and with said Grantee(s) that Grantor(s) is/are the owner(s) in fee simple of said premises, that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, if any, of record, and general taxes and assessments. (including irrigation and utility assessments, if any) for the current year which are not yet due and payable and the Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated this 30th day of March, 2021

Karen A Saleen

State of Idaho
 County Canyon

On this 30 day of March, in the year of 2021, before me the undersigned Notary Public in and for said State, personally appeared **Karen Saleen**, known or identified to me as the person whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Notary Public for State of Idaho
 Residing at: Catalpa, Idaho
 My Commission Expires: 9/21/2026



EXHIBIT A

A parcel of land lying in the East Half of the Northwest Quarter of Section 34, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the section corner common to Sections 27, 28, 33 and 34, Township 5 North, Range 2 West, Boise Meridian; thence

North 89°34'39" East 1311.82 feet along the North line of the Northwest Quarter of the Northwest Quarter of Section 34 to the Northwest corner of the Northeast Quarter of the Northwest Quarter, the REAL POINT OF BEGINNING of this description; thence continuing

North 89°34'39" East 50.00 feet along the North line of the Northeast Quarter of the Northwest Quarter to a point; thence

South 00°13'33" East 1768.04 feet to a point; thence

South 87°49'18" East 359.65 feet to a point; thence

North 82°14'17" East 86.56 feet to a point; thence

North 64°40'47" East 90.58 feet to a point; thence

North 51°35'12" East 192.80 feet to a point; thence

South 00°22'12" East 1026.37 feet parallel with the East line of the Southeast Quarter of the Northwest Quarter to a point on the South line of the Southeast Quarter of the Northwest Quarter; thence

South 89°42'35" West 731.30 feet along the South line of the Southeast Quarter of the Northwest Quarter to the Southwest corner of the Southeast Quarter of the Northwest Quarter; thence

North 00°16'52" West 1320.93 feet along the West line of the Southeast Quarter of the Northwest Quarter to the Northwest corner of the Southeast Quarter of the Northwest Quarter; thence

North 00°10'15" West 1320.25 feet along the West line of the Northeast Quarter of the Northwest Quarter to the REAL POINT OF BEGINNING of this description.

EXCEPTING THEREFROM the following parcel:

A parcel of land being a portion of a certain Parcel 1 as shown on Record of Survey, Instrument No. 200314337, records of Canyon County, Idaho, located in the East Half of the Northwest Quarter of Section 34, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho more particularly described as follows:

COMMENCING at an aluminum cap monumenting the Northwest corner of Section 34, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho; thence

North 89°34'39" East 1311.82 feet along the Northerly boundary line of said Section 34 to a 5/8" iron pin monumenting the Northwest corner of the Northeast Quarter of the Northwest Quarter (West 1/16th corner) of said Section 34; thence leaving said Northerly boundary line

South 00°10'15" East 1320.25 feet along the Westerly boundary line of the East Half of the Northwest Quarter of Section 34 to a brass cap monumenting the Southwest corner of the Northeast Quarter of the Northwest Quarter (Northwest 1/16th corner) of said Section 34; thence continuing along said Westerly boundary line

South 00°16'52" East 884.93 feet to a set 5/8" iron pin, the REAL POINT OF BEGINNING; thence leaving said Westerly boundary line

North 89°42'35" East 150.00 feet to a set 5/8" iron pin; thence

South $00^{\circ}16'52''$ East 291.00 feet to a set $\frac{5}{8}$ " iron pin; thence

South $89^{\circ}42'35''$ West 150.00 feet to a set $\frac{5}{8}$ " iron pin on the Westerly boundary line of the East Half of the Northwest Quarter of Section 34; thence

North $00^{\circ}16'52''$ West 291.00 feet along said Westerly boundary line to the REAL POINT OF BEGINNING.



CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

1115 Albany Street • Caldwell, Idaho • 83605 • Phone (208) 454-7458

Fax: (208) 454-6633 • www.canyoncounty.org/dsd

DEVELOPMENT AGREEMENT BETWEEN CANYON COUNTY AND APPLICANT

Agreement number: 22-031

THIS AGREEMENT, made and entered into this 17th day of May, 2022, by and between Canyon County, Idaho, a political subdivision of the state of Idaho, hereinafter referred to as "COUNTY" and Terry Richards/Dave & Cami Larsen, hereinafter referred to as "Applicant."

RECITALS

WHEREAS, The Applicant has applied to the County for a conditional rezone from the "A" (Agricultural) Zone to "CR-R-1" (Conditional Rezone – Single Family Residential) Zone (RZ2021-0036/CR2022-0009), which are legally described in the attached EXHIBIT "A," incorporated by reference herein (hereinafter referred to as "Subject Property"); and

WHEREAS, Parcels R37619010, R37619010A and R37619010B, approximately 31.89 acres, is owned by the Applicant; and

WHEREAS, on the 17th day of May, 2022, the Canyon County Board of Commissioners approved a conditional rezone with conditions of the Subject Property to a "CR-R-1" Zone, which was done with Applicant's approval. The conditions of the approval for the conditional rezone are attached hereto as EXHIBIT "B"; and

WHEREAS, the parties desire to enter into an agreement to comply with Canyon County Code of Ordinances §07-06-07(2) & 07-06-07(7), Canyon County Zoning Ordinance No. 16-007 or as amended, and to ensure the Applicants will implement and be bound by the conditions of the rezone order issued by the Canyon County Board of Commissioners; and

NOW THEREFORE, the parties hereto do hereby agree to the following terms:

2022-026392

RECORDED

05/19/2022 09:53 AM



00703813202200263920110118

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=11 MBROWN

NO FEE

AGR

CANYON COUNTY

SECTION 1. AUTHORIZATION.

This Agreement is authorized and required by Idaho Code §67-6511A; Canyon County Code of Ordinances 07-06-07 (Conditional Rezoning).

SECTION 2. PROPERTY OWNER.

Applicants are the owner(s) of Subject Properties which is located in the unincorporated area of Canyon County, Idaho, more particularly described in EXHIBIT "A", attached hereto and incorporated herein, which real property is the subject matter of this Agreement. Applicants represent that they currently hold complete legal or equitable interest in the Subject Properties and that all persons holding legal or equitable interests in the Subject Properties or the operation of the business are to be bound by this Agreement.

SECTION 3. RECORDATION.

Pursuant to Idaho Code §67-6511A and Canyon County Code of Ordinances, this Agreement shall be recorded by the Clerk in the Canyon County Recorder's Office and will take effect upon the adoption, by the Board of County Commissioners, of the amendment to the zoning ordinance as set forth herein.

SECTION 4. TERM.

The parties agree that this Agreement shall run with the land and bind the Subject Property in perpetuity, and shall inure to the benefit of and be enforceable by the parties, and any of their respective legal representatives, heirs, successors, and assignees. Provided, however, this Agreement shall terminate if the Board of County Commissioners subsequently rezones the property to allow for a higher density use or if annexation of the Subject Property by a city occurs. In this event, however, the Agreement shall only terminate in regards to the portion of the Property that is actually rezoned or annexed, while the remainder of the Property shall remain subject to the Agreement.

If any of the privileges or rights created by this Agreement would otherwise be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common law rules imposing time limits, then such provision shall continue until twenty-one (21) years after the death of the last survivor of the now living lawful descendants of George Herbert Walker Bush, former President of the United States, or for such shorter period as may be required to sustain the validity of such provision.

SECTION 5. MODIFICATION.

This Agreement may be modified only in writing signed by the parties, or their successors in interest, after complying with the notice and hearing procedures of Idaho Code §67-6509 and the requirements of Canyon County Code of Ordinances. The modification proposal must be in the form of a revised Development Agreement and must be accompanied by a statement demonstrating the necessity for the requested modification.

SECTION 6. APPLICATION OF OTHER LAWS TO THE SUBJECT PROPERTIES.

This Agreement shall not prevent the County in subsequent actions applicable to the Subject Properties from applying new rules, regulations, or policies that do not conflict with this Agreement.

SECTION 7. COMMITMENTS.

Applicants will fully and completely comply with the conditions of the approved conditional rezone of the Subject Properties from "A" (Agricultural) Zone to "CR-R-1" (Conditional Rezone - Single Family Residential) Zone, which conditions are attached hereto as EXHIBIT "B".

SECTION 8. USES, DENSITY, AND HEIGHT AND SIZE OF BUILDINGS

The density or intensity of use of the Subject Properties is specified in the commitments of Section 7 unless conditioned otherwise (see Exhibit "B"). The uses and maximum height and size of the buildings on the Subject Properties shall be those set pursuant to law, including those contained in the Canyon County Code of Ordinances, that are applicable to an "CR-R-1" (Conditional Rezone - Single Family Residential) zone and those provisions of law that are otherwise applicable to the Subject Property.

SECTION 9. LIABILITY AND INDEMNITY OF COUNTY.

A. COUNTY REVIEW.

Applicants acknowledge and agree that the County is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the County's review and approval of any plans or improvements, or the issuance of any approvals, permits, certificates or acceptances, relating to the use and development of the property described in EXHIBIT "A," and that the County's review and approval of any such plans and the improvements or the issuance of any such approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure or ensure Applicants or any of Applicants' heirs, successors, assigns, tenants, and licensees, against damage or injury of any kind and/or at any time.

B. COUNTY PROCEDURES.

Applicants acknowledge that notices, meetings, and hearings have been lawfully and properly given and held by the County with respect to Applicant's conditional rezone application in Development Services Department Case Number RZ2021-0036 and any related or resulting development agreements, ordinances, rules and regulations, resolutions or orders of the Board of County Commissioners. Applicants agree not to challenge the lawfulness, procedures, proceedings, correctness or validity of any of such notices, meetings, hearings, development agreements, ordinances, rules, regulations, resolutions or orders.

C. INDEMNITY.

Applicants agree to, and do hereby, defend, hold harmless and indemnify the County, the Board of County Commissioners, all County elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any such parties in connection with (i) the County's review and approval of any plans or improvements, or the issuance of any approvals, permits, certificates, or acceptances relating to the use and/or development of the Subject Properties; (ii) any actions taken by the County pursuant to Subsection 9(B) of this Agreement; (iii) the development, construction, and maintenance of the property; and (iv) the performance by County of its obligations under this Agreement and all related ordinances, resolutions, or other agreements.

D. DEFENSE EXPENSES.

Applicants shall, and do hereby agree, to pay, without protest, all expenses incurred by the County in defending itself with regard to any and all of the claims identified in Subsection 9 of this Agreement. These expenses shall include all out-of-pocket expenses, including, but not limited

to, attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the County.

SECTION 10. PERIODIC REVIEW.

The County's Development Services Department will administer the Agreement after it becomes effective and will conduct a review of compliance with the terms of this Agreement on a periodic basis, including, but not limited to, each time a development of the Property is platted. Applicants shall have the duty to demonstrate Applicants' compliance with the terms of this Agreement during such review.

SECTION 11. REQUIRED PERFORMANCE.

Applicants shall timely carry out all steps required to be performed and maintain all commitments set forth in this Agreement and as set forth in County laws, ordinances, rules and regulations as they pertain to the Subject Property including, but not limited to, those concerning the commencement of development, completion of development, preliminary platting and final platting.

SECTION 12. DEFAULT AND REMEDIES.

In the event of a default or breach of this Agreement or of any of its terms or conditions, the party alleging default shall give the breaching party not less than thirty (30) days, Notice of Default, in writing, unless an emergency exists threatening the health and safety of the public. If such an emergency exists, written notice shall be given in a reasonable time and manner in light of the circumstances of the breach. The time of the giving of the notice shall be measured from the date of the written Notice of Default. The Notice of Default shall specify the nature of the alleged default and, where appropriate, the manner and period of time during which said default may be satisfactorily cured. During any period of curing, the party charged shall not be considered in default for the purposes of termination or zoning reversion, or the institution of legal proceedings. If the default is cured, then no default shall exist and the charging party shall take no further action.

SECTION 13. ZONING REVERSION CONSENT.

The execution of this Agreement shall be deemed written consent by Applicants to change the zoning of the Subject Properties to its prior designation upon failure to comply with the terms and conditions imposed by the approved conditional rezone and this Agreement. No reversion shall take place until after a hearing on this matter pursuant to Idaho Code §67-6511A. Upon notice and hearing, as provided in this Agreement and in Idaho Code §67-6509, if the properties described in attached EXHIBIT "A" are not used as approved, or if the approved use ends or is abandoned, the Board of County Commissioners may order that the property will revert to the zoning designation (and land uses allowed by that zoning designation) existing immediately prior to the rezone action, i.e., the Subject Properties conditionally rezoned from "A" (Agricultural) Zone designation to "CR-R-1" (Conditional Rezone - Single Family Residential) Zone designation shall revert back to the "A" (Agricultural) Zone designation.

SECTION 14. COMPLIANCE WITH LAWS.

Applicants agree that they will comply with all federal, state, county and local laws, rules and regulations, which appertain to the Subject Property.

SECTION 15. RELATIONSHIP OF PARTIES.

It is understood that this Agreement between Applicants and the County is such that Applicants are an independent party and are not an agent of the County.

SECTION 16. CHANGES IN LAW.

Any reference to laws, ordinances, rules, regulations, or resolutions shall include such laws, ordinances, rules, regulations, or resolutions as they have been, or as they may hereafter be amended.

SECTION 17. NOTICES.

Except as otherwise provided in this Agreement and/or by law, all notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof, (1) when delivered in person on a business day at the address set forth below, or (2) in the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage paid, certified or registered mail, return receipt requested, at the addresses set forth below.

Notices and communications required to be given to County shall be addressed to, and delivered at, the following address:

Director
Development Services Department
Canyon County Administration
111 North 11th Avenue, #140
Caldwell, Idaho 83605

Notices and communications required to be given to the Applicant shall be addressed to, and delivered at, the following addresses:

Name: Terri Richards
Street Address: 8771 Purple Sage Road
City, State, Zip: Middleton, ID 83644

Dave and Cami Larson
24551 Benhaven Lane
Middleton, ID 83644

A party may change its address by giving notice, in writing, to the other party, in the manner provided for in this section. Thereafter, notices, demands, and other pertinent correspondence shall be addressed and transmitted to the new address.

SECTION 18. TERMINATION.

This Agreement may be terminated in accordance with the notice and hearing procedures of Idaho Code §67-6509, and the zoning designation upon which the use is based reversed, upon failure of Applicant(s), a subsequent owner, or other person acquiring an interest in the property described in attached EXHIBIT "A" to comply with the terms of this Agreement. Applicants shall comply with all commitments in this Agreement prior to establishing the approved land use.

SECTION 19. EFFECTIVE DATE.

The commitments contained in this Agreement shall take effect in the manner described in this Agreement upon the County's adoption of the amendment to the zoning ordinance as set forth herein.

SECTION 20.

TIME OF ESSENCE.

Time is of the essence in the performance of all terms and provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
CANYON COUNTY, IDAHO

Commissioner Leslie Van Beek

Commissioner Keri Smith

Commissioner Pam White

ATTEST: Chris Yamamoto, Clerk

BY: Monica Reeves
Deputy

DATE: 5/17/22

APPLICANT

Terry Richards, Property Owner

Dan Larsen, Property Owner



(All Applicants must sign and their signatures must be notarized)

STATE OF IDAHO)
) ss.
County of Canyon)

On this 17th day of May, 2022, before me, a notary public, personally appeared Terry Richards, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he/she executed the same on behalf of the Applicant.



Terri Salisbury
Notary Public for Idaho

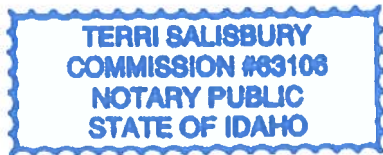
Residing at: Caldwell, Idaho

My Commission Expires: 2/19/2026

(All Applicants must sign and their signatures must be notarized)

STATE OF IDAHO)
) ss.
County of Canyon)

On this 17th day of May, 2022, before me, a notary public, personally appeared Dave Larsen, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he/she executed the same on behalf of the Applicant.



Taw Dahily
Notary Public for Idaho
Residing at: Caldwell, ID
My Commission Expires: 2/19/2026

(All Applicants must sign and their signatures must be notarized)

STATE OF IDAHO)
) ss.
County of Canyon)

On this _____ day of _____, 20____, before me, a notary public, personally appeared _____, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he/she executed the same on behalf of the Applicant.

Notary Public for Idaho
Residing at: _____
My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTIONS

Parcel R37619010A

A parcel of land lying in the East Half of the Northwest Quarter of Section 34, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the section corner common to Sections 27, 28, 33 and 34, Township 5 North, Range 2 West, Boise Meridian; thence

North 89°34'39" East 1311.82 feet along the North line of the Northwest Quarter of the Northwest Quarter of Section 34 to the Northwest corner of the Northeast Quarter of the Northwest Quarter, the REAL POINT OF BEGINNING of this description, thence continuing

North 89°34'39" East 50.00 feet along the North line of the Northeast Quarter of the Northwest Quarter to a point; thence

South 00°13'33" East 1768.04 feet to a point; thence

South 87°49'18" East 359.65 feet to a point; thence

North 82°14'17" East 86.56 feet to a point; thence

North 64°10'47" East 90.58 feet to a point; thence

North 51°35'12" East 192.80 feet to a point; thence

South 00°22'12" East 1026.37 feet parallel with the East line of the Southeast Quarter of the Northwest Quarter to a point on the South line of the Southeast Quarter of the Northwest Quarter; thence

South 89°42'35" West 711.30 feet along the South line of the Southeast Quarter of the Northwest Quarter to the Southwest corner of the Southeast Quarter of the Northwest Quarter; thence

North 00°16'52" West 1320.93 feet along the West line of the Southeast Quarter of the Northwest Quarter to the Northwest corner of the Southeast Quarter of the Northwest Quarter; thence

North 00°10'15" West 1320.25 feet along the West line of the Northeast Quarter of the Northwest Quarter to the REAL POINT OF BEGINNING of this description

EXCEPTING THEREFROM the following parcel:

A parcel of land being a portion of a certain Parcel 1 as shown on Record of Survey, Instrument No. 200114337, records of Canyon County, Idaho, located in the East Half of the Northwest Quarter of Section 34, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at an aluminum cap monumenting the Northwest corner of Section 34, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho; thence

North 89°34'39" East 1311.82 feet along the Northerly boundary line of said Section 34 to a 5/8" iron pin monumenting the Northwest corner of the Northeast Quarter of the Northwest Quarter (West 1-16th corner) of said Section 34; thence leaving said Northerly boundary line

South 00°10'15" East 1320.25 feet along the Westerly boundary line of the East Half of the Northwest Quarter of Section 34 to a brass cap monumenting the Southwest corner of the Northeast Quarter of the Northwest Quarter (Northwest 1-16th corner) of said Section 34; thence continuing along said Westerly boundary line

South 00°16'52" East 884.91 feet to a set 5/8" iron pin, the REAL POINT OF BEGINNING; thence leaving said Westerly boundary line

North 89°42'35" East 150.00 feet to a set 5/8" iron pin; thence

South 00°16'52" East 291.00 feet to a set 5/8" iron pin; thence

South 89°42'35" West 150.00 feet to a set 5/8" iron pin on the Westerly boundary line of the East Half of the Northwest Quarter of Section 34; thence

North 00°16'52" West 291.00 feet along said Westerly boundary line to the REAL POINT OF BEGINNING

Parcel R37619010

Parcel A, commencing at the Center Quarter corner of Section 34, Township 5 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and running thence North 00° 19' 16" West 957.31 feet along the Center North-South line of said Section to the Point of Beginning; thence South 49° 01' 44" West 231.58 feet; thence South 13° 57' 42" West 377.93 feet; thence South 75° 23' 20" West 222.21 feet; South 38° 26' 35" West 162.95 feet; thence North 00° 19' 16" West 768.88 feet; thence North 51° 39' 08" East 7.32 feet; thence North 43° 35' 39" East 148.76 feet; thence North 57° 12' 13" East 101.16 feet; thence North 74° 38' 27" East 89.84 feet; thence North 89° 27' 25" East 305.24 feet to a point on the Center North-South line of said Section; thence South 00° 19' 16" East 260.35 feet to the point of beginning.

Parcel R37619010B

TRACT II:

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO DESCRIBED AS:

BEGINNING AT THE CENTRE QUARTER CORNER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO AND RUNNING THENCE

SOUTH 89°45'32" WEST 30.00 FEET ALONG THE CENTRE EAST-WEST LINE OF SAID SECTION TO A NON-TANGENT CURVE; THENCE

SOUTHEASTERLY 47.19 FEET ALONG SAID CURVE TO THE LEFT (CURVE DATA RADIUS = 30.00', DELTA = 90°07'40", CHORD BEARING AND DISTANCE = SOUTH 45°18'07" EAST 42.47 FEET) TO A POINT ON THE CENTRE NORTH-SOUTH LINE OF SAID SECTION; THENCE

NORTH 00°21'57" WEST 30.00 FEET ALONG SAID CENTRE NORTH-SOUTH LINE TO THE POINT OF BEGINNING.

Parcel ID: R37619010B0

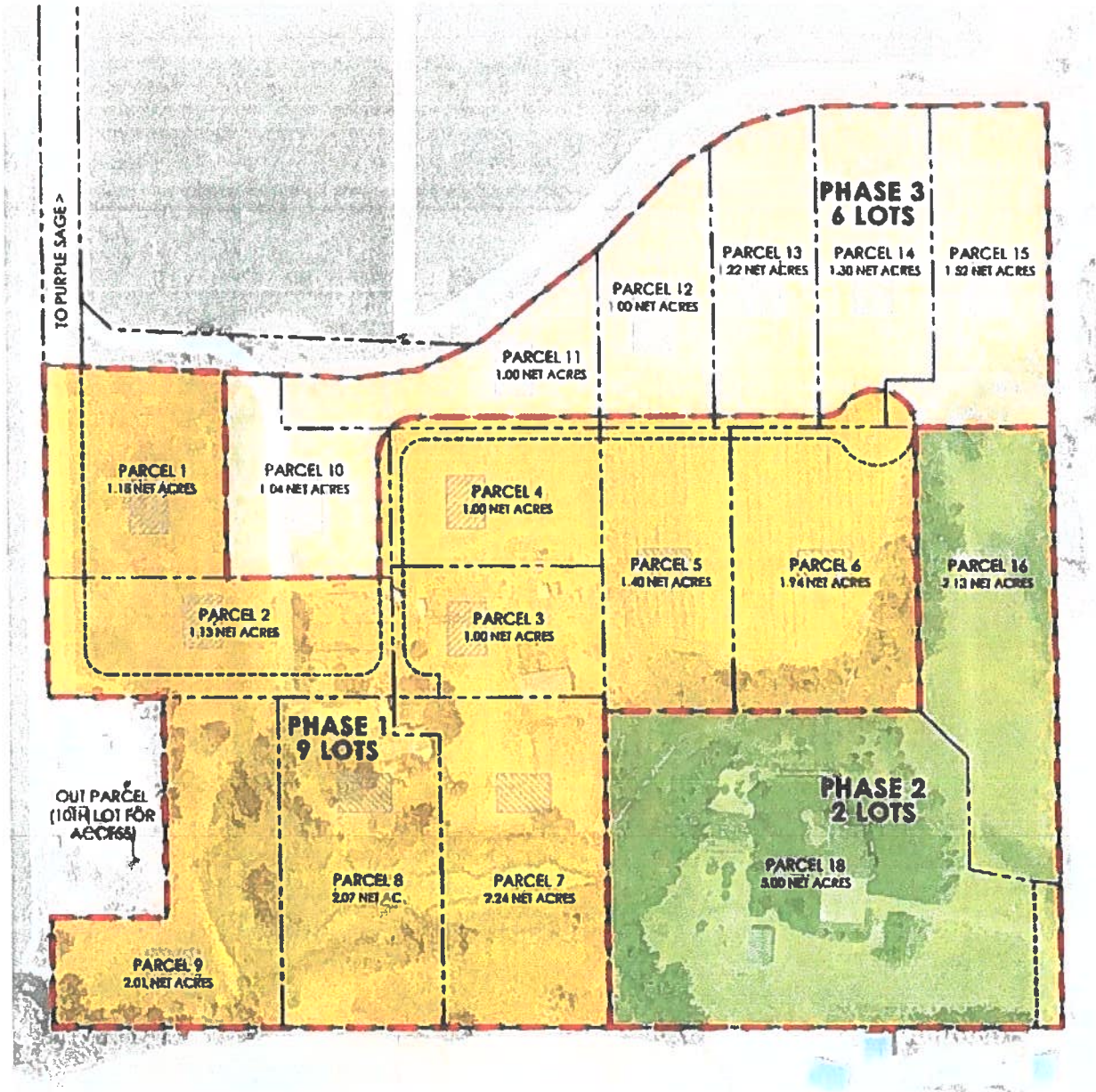
EXHIBIT "B"

CONDITIONS OF APPROVAL

1. The development shall comply with all applicable federal, state, and county laws, ordinances, rules, and regulations that pertain to the property.
2. The subject parcels R37619010, R37619010B and R37619010A, containing approximately 31.89 acres, shall be platted in accordance with Chapter 7, Article 17 of the Canyon County Zoning Ordinance (Subdivisions) subject to the following restrictions:
 - a. The plat, as phased in accordance with CCZO Section 07-17-13(7), shall not exceed 17 residential lots as shown in the conceptual site plan (see below) subject to the following restrictions:
 - i. Phase 1 shall not exceed nine (9) residential lots. Secondary dwellings in accordance with CCZO Section 07-14-25 are prohibited unless the private road is paved in accordance with CCZO Section 07-10-03(3) for private roads exceeding 100 average daily trips (ADT) or access is provided via public road.
 - ii. Phase 2 Shall not exceed two (2) residential lots. Secondary dwellings in accordance with CCZO Section 07-14-25 are prohibited.
 - iii. Phase 3 shall not exceed six (6) residential lots and shall either be served by the future collector road as identified in Canyon Highway District's Neighborhood Transportation Plan or the private road must be paved in accordance with CCZO Section 07-10-03(3) for private roads that exceed 100 average daily trips (ADT).
 - b. The plat shall include an easement reduction for review by the Director of DSD in accordance with CCZO Section 07-10-03(1)D and Section 07-17-31.
 - c. A pressurized irrigation system is required to serve the subdivision. Applicable governing agencies shall review the plat. Historic irrigation lateral, drain and ditch flow patterns shall be maintained and protected. Modification including any crossings shall be approved in writing by applicable governing agencies.
 - d. Wetland assessment shall be reviewed by the Army Corps of Engineers and evidence shall be submitted at the time of preliminary plat submittal.
3. The developer shall comply with CCZO §07-06-07 (4): Time Requirements: "All conditional rezones for a land-use shall commence within two (2) years of the approval of the board."

EXHIBIT "C"

CONCEPTUAL SITE PLAN



Canyon County Development Services

111 N. 11th Ave. Room 310, Caldwell, ID 83605
(208) 454-7458

Building Division Email: buildinginfo@canyoncounty.id **Planning Division Email:** zoninginfo@canyoncounty.id

Receipt Number: 79800

Date: 7/17/2023

Date Created: 7/17/2023

Receipt Type: Normal Receipt

Status: Active

Customer's Name: Larson Law

Comments:

CHARGES

<u>Item Being Paid For:</u>	<u>Application Number:</u>	<u>Amount Paid:</u>	<u>Prevs Pymnts:</u>	<u>Unpaid Amnt:</u>
Planning - Development Agreement Modification	DA2023-0002	\$750.00	\$0.00	\$0.00

Sub Total: \$750.00

Sales Tax: \$0.00

Total Charges: \$750.00

PAYMENTS

<u>Type of Payment:</u>	<u>Check/Ref Number:</u>	<u>Amount:</u>
Check	92	\$750.00

Total Payments: \$750.00

ADJUSTMENTS

Receipt Balance: \$0.00